

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

In re:

TOYS 'R' US, INC., *et al*,

Debtors.

Chapter 11

Case No. 17-34655 (KLP)

(Jointly Administered)

**DECLARATION OF MICHAEL MCBRIDE IN SUPPORT OF MOTION FOR ORDER  
APPROVING WAIVER AGREEMENT BETWEEN DEBTOR AND RAMCO-  
GERSHENSON PROPERTIES, L.P. AND OTHER RELATED RELIEF**

I, Michael McBride, state the following under penalty of perjury:

1. I am the Vice President-Managing Director of Ramco-Gershenson Properties, L.P.'s (the "Landlord") Eastern Portfolio.
2. On September 19, 2018 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").
3. At least one of Debtor entities and Ramco-Gershenson Properties, L.P. were parties to lease agreements for certain properties and to that certain Reciprocal Easement Agreement dated June 19, 1991, as amended and modified for premises at East Town Plaza, Madison, Wisconsin (the "Reciprocal Easement Agreement")
4. Post-petition, Landlord and Debtor have negotiated certain extension and waiver agreements regarding different properties. Specifically, on or about February 16, 2018, the Debtor executed and delivered to Landlord a Waiver Letter relative to the Reciprocal Easement

Agreement (the "Waiver Agreement"). A true copy of the fully executed Waiver Agreement is attached hereto as Exhibit "A"

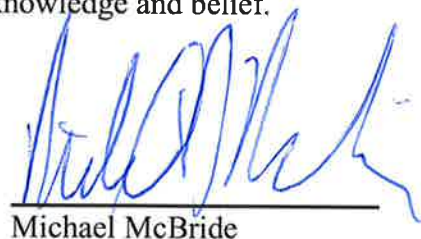
5. Landlord was in negotiations with Ross Dress for Less ("Ross") for space located at the Premises. Ross required a certain limited waiver of the Reciprocal Easement Agreement in order to proceed. Debtor agreed to allow a certain limited waiver to the provisions set forth in the Reciprocal Waiver agreement, the terms of which are incorporated into the Waiver Agreement.

6. Landlord is working with Ross in order to immediately commence construction at the Premises. In order to do so, Ross has requested that Landlord secure an order of this Court approving the Waiver Agreement, which has already been agreed upon and executed by Landlord and Debtor. Approval is required on an expedited basis in order for Ross to commence construction.

7. Accordingly, Landlord respectfully requests that an order be entered approving the Waiver Agreement.

8. Pursuant to 28 USC 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my information, knowledge and belief.

Dated: March 23, 2018



Michael McBride